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12 Attorneys for Third-Party Defendants  
 13 Ryan Lenahan and Kyle Danna

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 16 **UNITED STATES DISTRICT COURT**  
 17 **NORTHERN DISTRICT OF CALIFORNIA**

18 **DAVID TRINDADE**, individually and on  
 19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 **REACH MEDIA GROUP, LLC**, a  
 23 Delaware limited liability company,

24 Defendant,

25 **REACH MEDIA GROUP, LLC**, a  
 26 Delaware limited liability company,

27 Third-Party Plaintiff,

28 v.

29 **RYAN LENAHAN**, an individual, **KYLE**  
 30 **DANNA**, an individual, and **EAGLE WEB**  
 31 **ASSETS INC.**, a corporation,

32 Third-Party Defendants.

33 Case No. 5:12-cv-04759 (PSG)

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 36 **THIRD-PARTY DEFENDANTS'**  
 37 **REPLY IN SUPPORT OF MOTION TO**  
 38 **STRIKE AND/OR DISMISS THIRD-**  
 39 **PARTY COMPLAINT**

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1 Third-Party Defendants Ryan Lenahan (“Lenahan”) and Kyle Danna (“Danna”)  
2 (collectively, “Third-Party Defendants”) respectfully submit the following memorandum of  
3 points and authorities in reply to Third-Party Plaintiff Reach Media Group, LLC (“RMG”)  
4 opposition (the “Opposition”) to Third-Party Defendants’ motion to strike and/or dismiss  
5 third-party complaint and request for limited jurisdictional discovery.

## **MEMORANDUM OF POINTS AND AUTHORITIES**

## ARGUMENT

8 As stated by Third-Party Defendants in their motion to strike and/or dismiss RMG's  
9 Third-Party Complaint, (1) RMG's contract and tort claims against Third-Party  
10 Defendants are not proper third-party claims to this consumer class action, (2) RMG has  
11 failed to state any of its five claims against Third-Party Defendants, and (3) Danna is not  
12 subject to this Court's jurisdiction, and RMG has made no showing thereof. In its  
13 Opposition, RMG does not provide any supportable basis for the Court to permit the  
14 Third-Party Complaint, or any of the claims therein, to move forward as part of this case.  
15 The problems inherent in RMG's Opposition include the following:

16 • **RMG's Opposition is based on unverified facts.** The entire "Statement  
17 of Facts" section of the Opposition is not supported by either citation to the pleadings or a  
18 declaration. (Opp. at 2–7.) For the most part, these statements appear to be duplicative  
19 of allegations in the Third-Party Complaint; however, to the extent additional information  
20 is included, the Court's consideration of them is improper.

21        • According to RMG's own authority, RMG's claims are not properly  
22 brought in this action. RMG admits that "the purpose of impleader is 'to promote  
23 judicial efficiency by eliminating the necessity for the defendant to bring a separate action  
24 against a third individual who may be secondarily or derivatively liable to the defendant  
25 for all or part of the plaintiff's original claim.'" (Opp. at 8 [quoting *Southwest  
26 Administrators, Inc. v. Rozay's Transfer*, 791 F.2d 769, 777 (9th Cir. 1986)].) Yet all of  
27 RMG's claims concern Third-Party Defendants' alleged liability to RMG separate and

1 apart from Plaintiff's claims. Litigating these claims in the middle of Plaintiff's case will  
2 frustrate judicial efficiency and, as such, they should be stricken.

3 • **RMG has not asserted a claim for indemnification.** RMG spends the  
4 bulk of its argument claiming that it has "properly asserted a third-party claim by alleging  
5 the existence of a contractual indemnification clause." (Opp. at 11; see also *id.* at 9–12.)  
6 Yet it is still unclear whether RMG intends to assert a claim for indemnification, and the  
7 Third-Party Complaint suggests RMG does not. For example, RMG's claims are  
8 separately numbered and stated on the caption page of the Third-Party Complaint, and  
9 indemnification is not included. In the body of the Third-Party Complaint, RMG also  
10 numbers its claims as Count I, Count II, and so forth. Indemnification is simply not listed  
11 as a "Count."

12 • **RMG's arguments in support of its contract claims are unclear.** RMG  
13 does not address Third-Party Defendants' argument that it fails to state a *prima facie*  
14 claim for either breach of contract or warranty. Instead, RMG simply repeats the  
15 allegations of the Third-Party Complaint concerning these claims. (Opp. at 18–19.) Then,  
16 RMG quizzically requests to change the "title" of its breach of warranty claim "to a claim  
17 for contractual indemnification to accurately reflect the allegations and legal theory upon  
18 which it is based." (*Id.* at 19.) The fact that the *prima facie* elements of a contractual  
19 indemnification claim and a breach of warranty claim are not the same only supports  
20 Third-Party Defendants' argument that RMG is playing fast and loose with its pleading,  
21 hoping that if it pleads a variety of allegations, something will stick.

22 • **RMG admits that the defamatory meaning must be implied or inferred  
23 from the allegedly libelous statements.** RMG cites *Maponics, LLC v. Wahl*, 2008 WL  
24 2788282 (N.D. Cal. July 18, 2008) for the ridiculous proposition that inferences drawn  
25 from an allegedly defamatory statement can, themselves, "constitute the basis for a libel  
26 per se claim." (Opp. at 15.) Not only does RMG's position directly contradict the very  
27 definition of libel per se in California Civil Code section 45a, but it finds no support in  
28 *Maponics*. When the Court in *Maponics* held that the defamatory statement at issue



1 “impl[ied] a provably false assertion of fact,” the Court was deciding the issue of whether  
 2 the statement was one of fact or opinion, NOT whether it was libel per se. *Maponics*,  
 3 2008 WL 2788282 at \*4. In making this argument, however, RMG admits that the  
 4 defamatory nature of the statements at issue depend on “explanatory matter,”  
 5 “inducement,” “innuendo,” or “extrinsic fact.”<sup>1</sup> (E.g., Opp. at 16 [“At a minimum, these  
 6 comments imply...”].)

7 • **RMG patently ignores the “of and concerning” doctrine regarding its**  
 8 **standing to assert a defamation claim for a statement that only references Roger**  
 9 **Dowd, a non-party.** Instead, RMG relies entirely on *Powerlineman.com, LLC v.*  
 10 *Kackson*, No. CIVS07-879LKK/EFB, 2007 WL 3479562 at \*6 (E.D. Cal. Nov. 15, 2007),  
 11 which did not address any of the many cases supporting the “of and concerning”  
 12 doctrine. Moreover, *Powerlineman* is distinguishable because it involved the alleged  
 13 theft of content from the plaintiff website by the defendant website’s operator for use on  
 14 the defendant website—that is, that the content on the defendant website was stolen. *Id.*  
 15 As such, the Court’s departure from the “of and concerning” doctrine to hold that the  
 16 statement “was directed toward the website as much as it was directed toward its  
 17 operator,” makes some sense in that context, but does not extend to the circumstances  
 18 at hand.

19 • **RMG does not provide any basis for its request to conduct**  
 20 **jurisdictional discovery regarding Danna.** Jurisdictional discovery is only permitted  
 21 where the claimant has demonstrated there are pertinent, controverted facts at issue  
 22 regarding discovery that require further investigation. See, e.g., *Herman v.*  
 23 *YellowPages.com, LLC*, 780 F. Supp. 2d 1028, 1036 (S.D. Cal. 2011). RMG does not  
 24 provide a single allegation in either the Third-Party Complaint or its Opposition

25  
 26 <sup>1</sup> In this portion of its opposition, RMG contends that Lenahan accuses Dowd “of asserting a ‘BS story’  
 27 about the requirements of the marketing materials.” (Opp. at 15.) Here again, RMG is reading into the  
 28 statement, which concludes with “...which I did under threat and now hes claiming its unapproved BS  
 story.” It is difficult to see how the phrase “BS story” used on Facebook could constitute anything but  
 opinion. That said, the clause is still subject to two interpretations: (1) that Dowd is claiming Lenahan’s use  
 of approved marketing materials is an “unapproved BS story,” or (2) that Dowd’s claims are a “BS story.”



1 suggesting that Danna could be subject to the Court's jurisdiction. "In opposition to a  
2 defendant's motion to dismiss for lack of personal jurisdiction, the plaintiff bears the  
3 burden of establishing that jurisdiction is proper." *Boschetto v. Hansing*, 539 F.3d 1011  
4 (9th Cir. 2008). RMG has not even attempted to meet that burden and, as such, should  
5 not be permitted to go on a jurisdictional fishing expedition. See, e.g., *Concord Servicing*  
6 *Corp. v. JPMorgan Chase Bank, N.A.*, No. CV 12-0438-PHX-JAT, 2012 WL 2913282 at  
7 \*4 (D. Ariz. July 16, 2012); *NuboNau, Inc. v. NB Labs, Ltd.*, No. 10CV2631-LAB BGS,  
8 2011 WL 5237566 at \*3 (S.D. Cal. Oct. 31, 2011); see also *Boschetto, supra*, 539 F.3d at  
9 1020 (Jurisdictional discovery should not be granted "based on little more than a hunch  
10 that it might yield jurisdictionally relevant facts.").

## CONCLUSION

11 For the all of the foregoing reasons, in addition to those stated in their moving  
12 papers, Third-Party Defendants respectfully request that the Court strike and/or dismiss  
13 the Third-Party Complaint in its entirety.

14  
15 Respectfully submitted,  
16  
17 DATED: January 31, 2013

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18  
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20 Virginia Sanderson

21  
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23 Lenahan and Kyle Danna

